

LANDSIDE LEASE AGREEMENT

This Lease, made and entered into this 1st day of July, 2002, by and between the Board of Aviation Commissioners, City of Columbus, Indiana, hereinafter referred to as Lessor, and the Police Athletic League hereinafter referred to as Lessee.

WITNESSETH

Whereas, the parties hereto have agreed that the Lessee will accept the land and any and all improvements herein described in the condition it is in at the date of the execution of this Lease and/or will at Lessee's expense place the improvements and buildings on said real estate subject to the final plans and specifications being approved in writing by the Lessor.

Now, therefore, it is mutually agreed as follows:

Article I

Lease of the Premises

The Demised Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the terms and provisions of this lease the following described real estate:

20 acres +/- located 1000' South of intersection of Deaver Road and 50 West along the West side of 50 West to a point of beginning. From the point of beginning due West 1875' +/-, then South 45 degrees East 933' +/-, then due East 1225' +/-, then North along West right-of-way line to point of beginning. The foregoing is not a legal description and Lessee acknowledges the opportunity to hire a surveyor for inclusion of a legal description prior to signing this lease. In lieu of a legal description any reasonable interpretation of the description of the premises by Lessor shall be controlling as to the boundaries.

Article II

Term

Section 1. The Term. The term of this lease is to begin on the first day of July, 2002, and run for ten (10) years through the last day of June, 2012, with five (5) option(s) to renew the lease for two (2) additional years. Each renewal is subject to review and approval by the Board of Aviation Commissioners.

Section 2. Exercise of Option. The Lessee shall exercise the option to renew by delivering written notice as provided herein to the Lessor at least 120 days prior to the termination of the existing term.

Article III

Rent/Consideration

Section 1. Payments. The Lessee agrees to pay an annual rent to the Lessor at such place or places as Lessor shall designate in writing. Lessee shall pay an annual rent of \$1.00, which will be paid annually, as long as Lessee continues to qualify as a 501(C) (3) tax-exempt organization pursuant to Internal Revenue Service regulations. In the event that Lessee does not qualify as a 501(C) (3) tax-exempt organization, lessee is required to immediately notify Lessor of the same, and this lease may be terminated at the sole discretion of the Lessor with 30 days notice to Lessee. For any month in which Lessee does not qualify as a 501(C)(3) tax-exempt organization the rent shall be \$500.00 per month. The first installment of annual rent shall be paid on or before August 1, 2002. Thereafter, each annual installment shall be due and payable

on the first day of January each year during the term of this lease. In the event Lessee no longer qualifies as a 501(C)(3) tax-exempt organization and Lessor elects in its sole discretion to continue this lease, monthly rent payments shall be due on the 1st day of each month.

Section 2. Late Payment. It is understood and agreed that a charge of fifteen (15) percent of the monthly payment shall be added to any past due rent until paid in full. It is further understood that failure to pay rent in a timely manner can result in a default and immediate termination of the lease.

Section 3. Lessee shall allow the Columbus Police and Fire Departments to use the leased premises for training for airport security and airport emergency duty. Such use shall be allowed as long as the training use is compatible, does not conflict with, nor endanger Lessee's future use of the leased premises.

Article IV

Use of the Premises

Lessee shall promptly comply with all laws, ordinances and regulations and all "*Rules and Regulations*" in effect at the time of this lease and such modifications and additions thereafter adopted by the Lessor affecting the demised premises and promulgated by duly constituted governmental authority affecting the cleanliness safety, use and occupation at the demised premises, including but not limited to all rules and regulations of the Federal Aviation Administration.

Article V

Indemnity and Insurance

Section 1. Assumption of Liability and Public Liability Insurance for Demised Premises. Lessee assumes all liability for injury to persons or damage to property caused by any person, firm or corporation including Lessee, on the demised premises and agrees to indemnify and hold Lessor harmless from all liability, costs and obligations on account of, or arising out of, any such injuries or damage, however occurring. Damage to property for which the Lessee assumes all responsibility includes, but is not limited to, pollution of the soil, drainage areas, or waste water treatment systems caused by dumping of fuels, lubricants or other materials, whether deliberate or accidental. Lessee agrees to procure and maintain during the entire term of this Lease, including any renewal thereof, a policy or policies of insurance written by a responsible insurance company insuring Lessor and Lessee from any and all claims, demands or actions for injury or death of any one person to the limit of not less than One Million Dollars (\$1,000,000.00) and for injury to, or death of, more than one person in any one accident or occurrence to the limit of not less than One Million Dollars (\$1,000,000.00) and for damage to property to the limit of not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) made by or on behalf of any person, firm or corporation arising from, or connected with, Lessee's activities at the demised premises, and to furnish Lessor certificates evidencing the existence thereof. The Lessee is obligated to notify the insurance carrier and its agent that certification of insurance shall be sent to the Lessor and Lessors shall be an insured on said policy.

Article VI

Taxes

Section 1. Real Estate Taxes. Lessee shall pay all real estate taxes and special assessments levied against all or part of the demised premises.

Section 2. Personal Property Taxes. Lessee shall pay all personal property taxes assessed against furnishings and equipment or tangible personal property located on the demised premises.

Article VII

Utilities

Section 1. Water, Gas and Electricity. Lessee shall pay charges for all water, gas, and electricity used on the demised premises.

Section 2. Sanitary Drains. The Lessor shall have the right to assess reasonable charges for use of this system. In no case can oils, hazardous waste, or non-biodegradable items be drained into the system. Should the Lessee violate the provisions of this Lease pertaining to sanitary drains, the Lessor reserves and maintains the right to disconnect the drains from the Airport's sewer line.

Article VIII

Assignment and Subletting

Assignment and Subletting. Lessee shall not be allowed to assign nor sublet this lease either in whole or in part.

Article IX

Notices and Inspection

Section 1. Notices, Manner of Giving. Whenever under this lease a provision is made for notice of any kind, such notice shall be in writing and signed by, or on behalf of, the party giving or making the same. If such notice is to Lessee, it shall be deemed sufficient notice and service thereof if sent postage prepaid, to the last post office address of Lessee furnished to Lessor for such purpose. If such notice is to Lessor; and if sent to Lessor by postage prepaid to Lessor at the address furnished for such purpose, or to the place then fixed for the payment of rent, it shall be deemed sufficient notice.

Section 2. Inspection. Lessor shall have the right to inspect any or all facilities without notice to ensure compliance with the lease and all Federal, State and local laws and ordinances and Federal Aviation Administration regulations

Article X

Quiet Enjoyment

Lessor's Warranty. Lessor warrants that Lessee, upon making the payments and performing the keeping of the other covenants agreements of this lease on their part to be kept and performed, shall have peaceful and quiet possession of the demised premises during the term of this lease and any extension thereof.

Article XI

Repairs, Maintenance and Improvements

Section 1. Repairs and Maintenance. Lessee shall be responsible for all repairs and maintenance to the demised premises. It is understood that this includes snow removal, grass mowing and pavement maintenance. (See "*Rules and Regulations*")

Section 2. Trash Removal. Lessee shall be responsible for the removal of its trash on a weekly basis and keep its area neat and orderly and free of trash.

Section 3. Improvements. Lessee is authorized to erect buildings and to make improvements to the premises subject to the prior written approval of Lessor at its sole discretion. In the event that Lessee undertakes improvements, Lessee covenants and agrees that

Lessee shall not suffer or permit any mechanic's liens to be filed against the demised premises and shall save the Lessor harmless therefrom. At the termination of said lease, either by the expiration of the term or any other means including Lessee default, any fixtures or improvements to the property shall become the property of Lessor. Tangible personal property not removed from the premises within 30 days of notice of default and termination shall become the property of Lessor.

Article XII

Signs

Signs. Any and all exterior signs, whether attached to buildings or detached, shall be considered improvements and must be approved in writing by the Lessor at its sole discretion.

Article XIII

General Provisions

Section 1. Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties hereto nor any third party as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

Section 2. Remedies Cumulative - Non-Waiver. The various rights and remedies herein contained and reserved to each of the parties shall not be considered as exclusive of any other right or remedy of such party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing as law, in equity, or by statute, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. No delay or omission of the right to exercise any power by either party shall impair any such right for power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 3. Law of Indiana Governs. The laws of the State of Indiana shall govern the validity, performance and enforcement of this lease. The invalidity or unenforceability of any provision of this lease shall not effect or impair any other provision.

Section 4. Complete Agreement. The headings or the several Articles and Sections contained herein are for convenience only and do not define, limit or construe the contents of such Articles and Sections. All negotiations, considerations, representations and understanding between the parties are incorporated herein, and may be modified or altered only by agreement in writing between the parties.

Section 5. Agreement Binding on Successors. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit not only of the parties hereto but their-respective personal representatives, heirs, successors and assigns.

Section 6. Mandatory Clauses. The parties agree that the terms of this lease shall be deemed to be subject to and shall be deemed to include any and all additional mandatory lease clauses required by the Federal Aviation Administration, the Department of Transportation or any other governmental agency or laws which may apply to the demised premises.

Section 7. Non-Discrimination. Lessor and Lessee agree that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said premises, (b) that in the construction of any improvements on, over or under said land and the furnishings of services thereon no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations, Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Section 8. The Lessee further agrees to comply with such enforcement procedures as the United States might demand that the Lessor take in order to comply with the Sponsor's Assurance.

Section 9. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

Section 10. The Lessor reserves the right to further develop or improve all areas of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

Section 11. The Lessor reserves, but shall not be obligated to Lessee to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

Section 12. During the time of war or national emergency, the Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use, and if such lease is executed, the provisions of this lease insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

Section 13. The Lessor reserves the right to take any action it considers necessary to protect the normal approaches to the Airport against obstructions, together with the right to prevent the Lessee from creating, or permitting to be created, any building or other structures on the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

Section 14. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of Federal Funds for the development of the Airport.

Article XIV

Additional Terms of Default and Remedies

Section 1. The Lessor may terminate this Lease upon the happening of any one or more of the following events:

- a) the making by Lessee of an assignment for the benefit of its creditors.
- b) the levying of a written execution or attachment on or against the demised premises as the property of the Lessee and the same not released or discharged within ninety (90) days.
- c) the institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of the Lessee, or its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of the Lessee.

Section 2. It is understood and agreed that should the Lessor terminate this lease as a result of the Lessee's failure to make prompt payment or perform any of its covenants under this lease, the Lessee will reimburse the Lessor for any and all costs resulting from the termination of the lease, including legal fees, irrespective of whether the firm or counsel is on contract retainer.

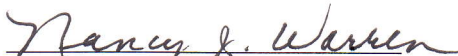
Section 3. Should Lessee holdover and fail to vacate the premises 30 days after notice of default and termination of the lease, Lessee shall be assessed \$1500.00 in liquidated damages for each 30 day holdover or a pro rata amount if less than 30 days.

SIGNATURES

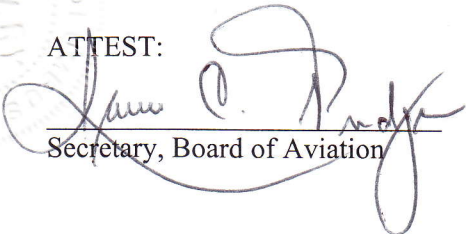
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year above written.

LESSOR

BOARD OF AVIATION COMMISSIONERS
City of Columbus, Indiana



By: Nancy Warren
President, Board of Aviation

ATTEST:

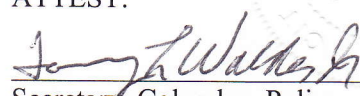

Secretary, Board of Aviation

LESSEE

COLUMBUS POLICE
ATHLETIC LEAGUE


By: Vince James
Columbus Police Athletic League


ATTEST:


Secretary, Columbus Police
Athletic League

STATE OF INDIANA)
)
COUNTY OF BARTHOLOMEW) SS:

Before me, the undersigned, a Notary Public in and for said County and State, appeared NANCY WARREN and JAMES PRIDGEN, who acknowledged the execution of the foregoing lease.

Witness my hand and Notarial Seal this the 9TH day JULY of 2002.



Nina J. Curry
Signature of Notary Public

NINA J. CURRY, Notary Public
Resident of Bartholomew Co., IN
My Commission Expires FEB. 7, 2008

STATE OF INDIANA)
)
COUNTY OF BARTHOLOMEW) SS:

Before me, the undersigned, a Notary Public in and for said County and State, appeared VINCE JAMES and TOMMY L. WALKER, JR., representative of POLICE ATHLETIC LEAGUE, who acknowledged the execution of the foregoing lease.

Witness my hand and Notarial Seal this the 26TH day JULY of 2002.


Nina J. Curry
Signature of Notary Public

NINA J. CURRY, Notary Public
Resident of Bartholomew Co., IN
My Commission Expires FEB. 7, 2002